



ARI Customs House Brokers, INC.
 80 Sheridan Blvd Inwood, NY 11096
 Tel: (516) 371 – 7770 Fax: (516) 371 – 7757

**CUSTOMS POWER OF ATTORNEY/
 DESIGNATION AS EXPORT FORWARDING AGENT
 and
 Acknowledgement of Terms and Conditions**

- ✓ appropriate box: Individual
 Partnership
 Corporation
 Sole Proprietorship
 Limited Liability Company

EIN# (TAX ID/SOCIAL SECURITY) _____

KNOW ALL MEN BY THESE PRESENTS: That, _____ doing
 (Full name of individual, partnership, corporation, sole proprietorship, or limited liability company) (Identity)
 business as a _____ under the laws of the State of _____
 (Full name of individual, partnership, corporation, sole proprietorship, or limited liability company) (Identity)

residing or having a principal place of business at _____, hereby constitutes and appoints
ARI CUSTOMS HOUSE BROKERS, INC. 80 Sheridan Blvd Inwood, NY 11096, its officers, employees, and/or specifically authorized agents, to act for and on its
 behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in all ports within the United
 States (the "territory") either in writing, electronically, or by other authorized means to:

Make, endorse, sign, declare, or swear to any customs entry, withdrawal, declaration, certificate, bill of lading, carnet, or any other documents required by law or
 regulation in connection with the importation, exportation, transportation, of any merchandise in or through the customs territory, shipped or consigned by or to said
 grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any
 merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any
 statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filling with Customs;

Sign, seal, and deliver for and as the act of said grantor and bond required by law or regulation in connection with the entry or withdrawal of imported
 merchandise or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unloading or navigation of any
 vessel or another means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under
 applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act or 1930, as amended, or affidavits or statements in
 connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading,
 unloading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse, and collect checks issued for Customs duty
 refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on
 behalf of the grantor;

Grantor waives the confidentiality requirements of Section 111.24 of the Customs Regulations and the requirement in Section 111.36 of the Customs Regulations that
 the Customs Broker transmit a copy of its bill for services directly to the importer, and authorizes the Customs Broker to transmit its bill for services and copies of the
 Customs entry and related documents (CBP-7501 or other document used to make entry, commercial invoices, etc.) through the freight forwarder who handled the
 shipment. No part of any agreement between the freight forwarder and the Customs Broker forbids or prevents direct communication between the importer or other
 party in interest and the Customs Broker;

And generally, to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to other laws of the
 territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor
 could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents;

This power of attorney is to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of
 attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the date of its
 execution);

Appointment as Forwarding Agent: Grantor authorizes the above Grantee to act within the territory as lawful agent and sign or endorse export documents
 (i.e., commercial invoices, bill of lading, insurance certificates, drafts and any other document) necessary for the completion of an export or grantor's behalf as
 may be required under law and regulation in the territory and to appoint forwarding agents on grantor's behalf;

Grantor acknowledges receipt of **ARI CUSTOM HOUSE BROKERS INC.** Terms and Conditions of Service governing all transactions between the Parties.

If the grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS THEREOF, the said _____
 (Full name of company)

caused these presents to be sealed and signed: (Signature) _____

Capacity _____ Date: _____

Witness (if required) _____

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs charges (duties, taxes or other debts owned
 Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to
 the "U.S. Customs and Border Protection" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our
 office in advance to arrange timely receipt of duty checks.

INDIVIDUAL OR PARTNERSHIP CERTIFICATION

CITY _____

COUNTY _____ SS:

STATE _____

On this _____ day of _____, 20 _____, personally appeared before me _____ residing at _____, personally known or sufficiently identified to me, who certifies that _____ (is) (are) the individual (s) who executed the foregoing instrument and acknowledge it to be _____ free act and deed.

(Notary Public)

CORPORATE CERTIFICATION

(To be made by an officer of other than the one who executes the power of attorney)

I, _____, certify that I am the _____ of _____ organized under the laws of the State of _____ that _____, who signed this power of attorney on behalf of the donor, is the _____ of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the _____ day of _____, 20 _____, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of _____ this _____ day of _____, 20 _____.

(Signature)

(Date)

U.S. CUSTOMS BROKERAGE AND INTERNATIONAL FREIGHT FORWARDING SERVICE TERMS AND CONDITIONS OF SERVICES

These Terms and Conditions of service constitute a legally binding contract between Ari Shipping Corp. and/or Ari Customs House Brokers, Inc. (hereinafter called the "Company") and the party for whom the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. (hereinafter called the "Customer"). All services performed by the Company for the Customer, which term will be handled by the Company on the following terms and conditions:

1. Definitions.

"Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

"Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, Ocean Transportation Intermediaries (OTIs), NVOCC's, Customs brokers, agents, warehousemen and others to whom the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise".

2. Application of Terms and Conditions. The Customer acknowledges and agrees that it is responsible for providing notice and a copy of these Terms and Conditions of Service to all of its agents or representatives.

3. Standing of Company. The Company acts as an independent contractor, expect with respect to the performance of the following services where Company acts as an "agent" of Customer; entry, release, storage and transportation of goods; post entry services; the securing of export licenses; the filing of export documentation for, or on behalf of the Customer; other dealings with government agencies on behalf of Customer.

4. Services by Third Parties. Unless the company carries, stores, or otherwise physically handles the shipment, the Company assumes no liability as carrier for any loss, damage, expense or delay which occurs during such activity and shall not be held responsible for any loss, damage, expense or delay to the goods to be forwarded or imported except as provided in paragraph 11 and subject to the limitations of paragraph 12 below, but undertakes to use reasonable care in the selection of Third Parties. When the company carries, stores or otherwise physically handles a shipment, it does so subject to the limitation of liability set forth in paragraph 11 below, unless a separate bill of lading, air waybill or other contract of carriage is issued by the Company, in which event the terms thereof shall govern.

5. Liability Limitations of Third Parties. The Company is authorized to select and engage carriers, truckmen, lightermen, forwarders, customs brokers, agents, warehousemen and others, as required, to transport, store, deal with and deliver the goods, all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such entities subject to all conditions as to limitations of liability for forwarders, Customs brokers, agents, warehousemen and others, more fully set forth herein. The Company shall under no circumstances be liable for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession or control of the third parties selected by the Company to forward, enter, clear, transport, store or render other services with respect to such goods.

6. Choosing Routes or Agents. Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance, storage and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents.

7. Quotations Not Binding. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only, are subject to change without notice, and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of a designated shipment at a specific rate, and such rate is published and/or filed as required by any law, statute or regulation.

8. Duty to Furnish Information.

(a) On an import shipment at a reasonable time prior to entering of the goods through U.S Customs and Border Protection (hereinafter called "Customs"), the Customer shall be solely responsible for the dutiable value, classification, country of origin, quantity, weight, admissibility, identification and genuineness of the merchandise, and shall furnish to the Company truthful and accurate invoices in proper form and other documents necessary or useful in the preparation of the Customs entry and also, such further information as may be necessary and sufficient to establish *inter alia*, Customer's right to import and/or distribute the merchandise pursuant to U.S law or regulation. If the Customer fails to furnish in a timely manner such information or documents, in whole or in part, as may be required to complete U.S Customs entry or comply with U.S laws or regulations or if the information or documents furnished are inaccurate, incomplete, or otherwise insufficient, the Company shall be obligated only to transmit such documentation provided by Customer in connection with the shipment and in no instance shall it be responsible or charged with knowledge by the Customer of additional or alternative circumstances to which any inaccurate, incomplete, omitted or otherwise insufficient information or document pertains. Where a bond is required by Customs to be given for the production of any document or performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the fact that the bond has been executed by the Company as principal, it being understood that the Company entered into such understanding at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences of any breach of the terms of the bond.

(b) On an export shipment, at a reasonable time prior to exportation of the shipment, but at least sufficiently prior to the deadline for transmitting documentation to Customs or other government agencies, the Customer shall furnish to the Company the commercial invoice in proper form and number, a proper consular declaration, weights, measures, values and other information in the language of and as may be required by the laws and regulations of the U.S and the country of destination of the goods.

(c) On export or import shipment, the Company shall not in any way be responsible or liable for any increased duty, penalty, fine, claim or expense unless caused by the negligence or other fault of the Company, in which event its liability to the Customer shall be governed by the provisions of paragraphs 11 and 12 below. The Customer shall be bound by and warrant the accuracy of all invoices, documents and information furnished to the company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold the Company harmless against any increase duty, penalty, fine, claim or expense including but not limited to attorney's fees, costs and expenses resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation of required invoices, documents and information, including ACS and ISF filings, even if not due to any negligence of the Customer.

9. Declaring Higher Valuation. Inasmuch as Third Parties to whom goods are entrusted may limit their liability for delay, loss or damage unless a value is declared and the charge based on such higher value as agreed to by any such Third Party, unless the Company receives specific written instructions from the Customer to pay such higher charge based on valuation, and any such Third Party accepts such higher declared value, any valuation placed by the Customer on the goods shall be considered solely for export or Customs purposes and the goods will be delivered to the Third Party subject to the limitations of liability set forth in paragraphs 11 and 12 below, and subject to the provisions of paragraph 4 above, with respect to any claim against the Company.

10. Insurance. The Company shall have no obligation to procure insurance on behalf of Customer except as specifically provided for herein, and unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment. The Company will make reasonable efforts to obtain marine, fire, theft and other insurance upon the goods only after specific written instructions have been received from the Customer and accepted by the Company in sufficient time prior to shipment from the point of origin, and the Customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other underwriters to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer dispute its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility of liability in relation thereto, notwithstanding that the premium upon the policy may not be at the same rates as that charged or paid to the Company by the Customer, or that the shipment was insured under a policy in the name of the Company. Customer agrees to pay all insurance premiums and any cost of the Company for arranging the same. If for any reason the goods are held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives and accepts written instructions from the Customer requesting such additional coverage.

11. Limitation of Liability for Loss; Warranty Disclaimer. In the absence of additional coverage under paragraph 10, above, the Company's liability shall be limited to the following

(a) The Customer agrees that the Company shall only be liable for its negligent acts that are the direct and proximate cause of injury to the Customer, including any loss, damage, expense or delay to the goods; subject to any applicable law, statute, or regulation; such liability shall be limited to an amount equal to the lesser of (i) Fifty Dollars (\$50.00) per entry for Customs business services, or per shipment or transaction for other services, or (ii) the fee(s) charged for the services, provide that, in the case of partial loss, such amount shall be adjusted pro rata.

(b) As set forth more fully in paragraph 10, above, the Customer has the option of paying for additional liability coverage for services performed by Company up to the shipment's actual or declared value; however, such option must be exercised by written agreement, entered into prior to any covered transaction(s), and must set forth the limit of the Company's liability and the compensation received.

(c) The Customer agrees that the Company shall, in no event, be liable for consequential, indirect, incidental, punitive, statutory or special damages even if the Company has been on notice of the possibility of such damages.

(d) Except as specifically set forth herein, and as required by law or regulation, the Company makes no express or implied warranties in connection with its services or those procured from Third Parties.

12. Limitations of Actions.

(a) Subject to any applicable law, statute or regulation, the Company shall not be liable under paragraph 11 for any claims not presented to it in writing within thirty (30) days of either the date of loss or incident giving rise to the claim.

(b) All suits against the Company must be filed and properly served on the Company as follows:

- (i) for claims arising out of ocean transportation, within one (1) year from the date of loss;
- (ii) for claims arising out of air transportation, within two (2) years from the date of loss;
- (iii) for claims arising out preparation and/or submission of an import entry, within seventy-five (75) days from the date of liquidation of the entry;
- (iv) for any and all other claims of any other type, within two (2) years from the date of the loss or damage.

13. Invoice Disputes. The Customer agrees to notify the Company in writing within thirty (30) days of the date of the invoice regarding any and all dispute(s) pertaining to and/or arising from the contents of the invoice(s) submitted by the Company. The Customer shall serve the Company with written notice via certified mail, return receipt requested within thirty (30) days from the date of the invoice. Should the Customer fail to notify the Company in accordance with these terms, the Customer waives the right to dispute the contents of the invoice.

14. Advancing Money. The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, entering, forwarding, transporting, insuring, storing or cooping of the goods, unless monies sufficient to satisfy such expense, payment, or advance is previously provided to the Company by the Customer upon demand. The Company shall not be under any obligation to advance freight charges, Customs duties or taxes, insurance charges, per diem charges, demurrage charges, storage fees or other charges owed to third parties by the Customer on any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof. In the event that the Company should advance any such monies to any person or entity that subsequently refunds all or any portion thereof to the Customer, and the Customer at the time of the refund, has not reimbursed the Company for those monies, then any portion of the refund corresponding to such unpaid, advance monies, and any interest paid thereon, shall be deemed the exclusive property of the Company to which the Customer shall have no claim, and which the Customer shall return to the Company immediately upon receipt.

15. Indemnification for Freight Duties etc. In the event that a carrier, Third Party or any governmental agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold the Company harmless for any amount the Company may be required to pay such carrier, Third Party or governmental agency together with reasonable expenses, including but not limited to attorney fees, costs, and expenses incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to promptly pay all charges or other monies due on demand.

16. C.O.D Shipments. Goods received with the Customer's or third Party's instructions to "Collect on Delivery" (C.O.D) by drafts or otherwise, or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care regarding such instructions, and the Company will not be responsible for any refusal by a bank or consignee to pay for a shipment, or for any act, omission, default, suspension, insolvency or want of care, negligence, or fault of any bank, correspondent, carrier or agent, nor for any delay in remittance lost in exchange, or loss during transmission, or while in the course of collection.

17. General Lien on any Property. The Company shall have a general and continuing lien on any and all property (and documents relating thereto) of the Customer, either in its actual or constructive possession, custody or control or en route, for all claims for monies owned to Company, including without limitation charges, expenses or advances incurred by the Company in connection with any shipments of the Customer, including prior shipments. The Company shall provide written notice to the Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges; Customer shall notify all parties having an interest in shipments of the Company's rights and/or the exercise of such lien. Unless, within thirty (30) days after receiving the notice of lien, Customer posts cash or a letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110 percent of the value of the total amount due, in favor of the Company, guaranteeing payment of the monies owned, plus all storage charges accrued or to be accrued, the Company may sell at public or private sale, in accordance with governing law the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the monies owed to the Company. Any surplus from such sale shall be transmitted to the Customer and the Customer shall be liable for any deficiency remaining from the sale.

18. **Compensation of Company.** The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other entities selected by the Company to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by the Company from carriers, insurers and others in connection with the shipment. Except on ocean export shipments handled by the Company as a carrier, the Company shall, upon request, provide a detailed breakdown of the components of all charges assessed on ocean export shipments, and true copies of each pertinent document relating to these charges.

19. **Invoicing, Payment and Costs of Collection.**

(a) The Company shall issue invoices to Customer for all fees and charges pertaining to services rendered to and on behalf of the Customer;

(b) All such invoices shall be payable upon receipt, or as otherwise agreed between the Customer and the Company;

(c) Interest on all late payments shall be paid at the rate of one and a half percent (1.5%) per month, upon which interest shall be charged commencing 20 days after the invoice due date or as otherwise agreed;

(d) In any referral for collection or action against the Customer for monies due to the Company, including but not limited to any action for the enforcement of any provision of the Master Customs Power of Attorney between the Customer and the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including reasonable attorney fees, costs and expenses.

20. **Confidentiality.**

Pursuant to section 111.24 of the Customs Regulations, information relating to the business of the Customer serviced by the Company is to be considered "confidential" unless waived by the Customer. In order to permit the facilitation of non-customs business at the offices of the Company and/or its affiliates, to the extent required, the Customer expressly waives confidential treatment of these records under this Agreement. The information contained in these records will not be disclosed to parties other than the Company and/or its affiliates, except where required by regulation or where requested in writing by the Customer.

21. **No Responsibility for Governmental Requirements.** It is the responsibility of the Customer to know and comply with the requirements, laws and regulations of any Federal, State and/or local agencies pertaining in any way to the merchandise, including, but not limited to, regulations, laws and requirements pertaining to marking, classification, licensing, transporting hazardous materials, export controls, and any other transporting, importing or exporting requirements. The Company shall not be responsible for action taken, or fines or penalties assessed, by any governmental agency against the shipment or any parties involved in the transaction because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency. Other than with regard to the performance of its services, the Company does not assume liability or responsibility for compliance with such agency laws, regulations, rules, requirements, standards or guides.

22. **Compliance with Law.**

a. Customer represents and warrants to Company that it will comply with all laws and regulations applicable to the Customer and/or any shipment or transaction hereunder;

b. The Customer further represents and warrants to Company that neither Customer, nor any of its officers, directors, or controlling owners: (i) is, or is designated as, a person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or any other legal or governmental authority of competent jurisdiction (in each case, a "SDN"); (ii) is acting, directly or indirectly, for or on behalf of any SDN; or (iii) is engaged in any transaction or shipment, directly or indirectly, on behalf of, or is instigating or facilitating any transaction or shipment, directly or indirectly, on behalf of, any SDN.

c. In the event of any change resulting in the Customer being non-compliant with any of the above representations and warranties, Customer shall immediately notify the Company of such fact and the Company may, at its sole option, immediately terminate the services.

23. **Indemnity against Liability Arising from the Importation of Merchandise.** The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise and/or any conduct of the Customer which violates any Federal, State, local and/or other laws or regulations and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney fees, costs and expenses which the Company may hereafter incur, suffer or be required to pay by reason of such claims and/or liability. In the event that any such action, suit or proceeding is brought against the Company, the Company shall give notice in writing to the Customer by mail at its address on file with the Company. Upon receipt of such notice, the Customer at its own expense, and, at the Company's discretion, in cooperation with the Company's designated counsel, shall defend against such action and take all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.

24. **Loss, Damage or Expenses Due to Delay.** Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expenses incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 11 and 12 above.

25. **Force Majeure.** Notwithstanding paragraph 22, above, the Company shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Company or its sub-contractors, including but not limited to: (i) acts of God, including flood, earthquake, storm, hurricane, power failure or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Customer, Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

26. **No Duty to Maintain Records for Customer.** The Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 U.S.C §§ 1508, 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other laws and regulations of the United States. Unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by statute and/or regulation, but not as a recordkeeper or "record-keeping agent" for the Customer.

27. **Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petitions and/or protests, etc.

28. **Preparation and Issuance of Bills of Lading.** Where the Company prepares and/or issues a bill of lading, Company shall be under no obligation to specify thereupon the number of pieces, packages and/or cartons, etc., unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same. The Company shall rely upon and use the cargo quantity, count and weight supplied by Customer.

29. **No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in a writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

30. **Severability.** In the event that any paragraph and/or portion hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect.

31. **Construction of Terms and Venue.** These terms and conditions of service shall be construed according to the laws of the State of New York, without giving consideration to principles of conflict of law. The Company and the Customer agree that any legal proceeding relating to the services performed by the Company and/or the terms and conditions herein shall be commenced in a court of competent jurisdiction in the State of New York within New York, Nassau or Queens Counties.

32. **Precedence of Terms.** These terms and conditions of service shall supersede all other terms and conditions of services issued by the Company. Should any inconsistency arise or exist between these terms and conditions of service and any other document(s) issued by the Company, the provisions of these terms and conditions of service shall govern and be binding.

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